



Likewise, Genesco's Seventh Cause of Action, for Money Had and Received or Restitution/Unjust Enrichment, should be dismissed with prejudice for several similar reasons: (1) such quasi-contractual claims are precluded when a dispute is covered by express commercial contracts; and (2) Genesco has failed to allege facts sufficient to satisfy the elements of a claim for Money Had and Received.

For the foregoing reasons, and for the reasons stated more fully in the accompanying Visa Defendants' Supporting Memorandum, Genesco's Sixth and Seventh Causes of Action should be dismissed in their entirety.

Respectfully submitted,

/s/Emily B. Warth

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**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing has been served, via the Court's electronic filing system, on the following:

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This 20<sup>th</sup> day of May, 2013.

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